

B6F (Official Form 6F) (12/07) - Cont.

In re **Desert Oasis Apartments, LLC**

Debtor

Case No. **11-17208-BAM**

(If known)

SCHEDULE F - CREDITORS HOLDING UNSECURED NONPRIORITY CLAIMS

(Continuation Sheet)

CREDITOR'S NAME, MAILING ADDRESS INCLUDING ZIP CODE, AND ACCOUNT NUMBER (See instructions above.)	CODEBTOR HUSBAND, WIFE, JOINT OR COMMUNITY	DATE CLAIM WAS INCURRED AND CONSIDERATION FOR CLAIM. IF CLAIM IS SUBJECT TO SETOFF, SO STATE	CONTINGENT	UNLIQUIDATED	DISPUTED	AMOUNT OF CLAIM
ACCOUNT NO.						
Criterion Brock PO Box 22107 Milwaukie, OR 97269		Trade debt				600.05
ACCOUNT NO.						
De Lage Landen Financial Services PO Box 41602 Philadelphia, PA 19101		Trade debt				176.27
ACCOUNT NO.						
Desert Land, LLC 10181 Park Run Drive #200 Las Vegas, NV 89145						5,468,103.96
ACCOUNT NO.						
Ellipse Communications, Inc. PO Box 801814 Dallas, TX 75380		Trade debt				211.00
ACCOUNT NO. 0304						
For Rent Magazine 75 Remittance Drive #1705 Chicago, IL 60675-1705		Trade debt				3,494.70

Sheet no. 1 of 4 continuation sheets attached to Schedule of Creditors
Holding Unsecured
Nonpriority Claims

Subtotal > \$ **5,472,585.98**

Total > \$

(Use only on last page of the completed Schedule F.)
(Report also on Summary of Schedules and, if applicable on the Statistical
Summary of Certain Liabilities and Related Data.)

LENARD E. SCHWARTZER (NV Bar No. 0399)
JEANETTE E. MCPHERSON (NV Bar No. 5423)
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Counsel for Debtor and Debtor in Possession

UNITED STATES BANKRUPTCY COURT

DISTRICT OF NEVADA

In re

DESERT OASIS APARTMENTS, LLC,

Debtor.

Case No. BK-S-11-17208-BAM
Chapter 11

Hearing Date:
Hearing Time:
Place: Courtroom #3

DESERT OASIS APARTMENT, LLC'S AMENDED PLAN OF REORGANIZATION

ARTICLE I

SUMMARY

This Plan of Reorganization (the "Plan") under chapter 11 of the Bankruptcy Code (the "Code") proposes to pay creditors of DESERT OASIS APARTMENT, LLC (the "Debtor"). The Debtor owns the real property and improvements located in Las Vegas, NV described as Assessor's Parcel Number 162-28-310-001 (the "Property"). The Property consists of approximately 6.4 acres located on the south side of Mandalay Bay Road approximately 800 feet east of Las Vegas Boulevard. On the Property is an apartment complex consisting of 128 one- and two-bedroom units. Approximately, 92%-95% of the apartment units are occupied by tenants ("Tenants"). The Property is worth approximately \$6,500,000 and is subject to a loan in the approximate amount of \$3,076,000 now held by Wells Fargo Bank, N.A., as trustee for the Registered Holders of JPMorgan Chase Commercial Mortgage Pass-Through Certificates, Series 2004-FL1 (the "Bank") which has matured.

The current owner obtained title to the Property in August of 1999.

This Plan provides for one class of priority claims; one class of secured claims; one class of unsecured claims; and one class of equity security holders. **Under the Plan, the rights of Tenants are unimpaired.** The Bank will receive distributions which the proponent of this Plan has valued at 100 cents on the dollar. The Plan proposes to pay the Bank in full over a period of 10 years using the rental income from the Tenants to pay market rate interest of 4.5% per annum and principal amortized over 25 years and a balloon payment at the end of 10 years obtained through sale or refinancing when the mortgage markets become more normal. Tenants with priority claims for deposits will be paid 100% in the normal course of operation of the apartment complex. Under the Plan, the unsecured claim of Tom Gonzales is unimpaired. Under the Plan, the unsecured creditors, except insiders, will be paid over eleven months without interest. Under the Plan, insiders will agree to subordinate their claims to the claims of other unsecured creditors. This Plan also provides for the 100% payment of all other administrative, including fees payable to the Office of the United States Trustee, and priority claims upon confirmation.

All creditors and equity security holders should refer to Articles III through V of this Plan for information regarding the precise treatment of their claim. A disclosure statement that provides more detailed information regarding this Plan and the rights of creditors and equity security holders has been circulated with this Plan. **Your rights may be affected. You should read these papers carefully and discuss them with your attorney, if you have one. (If you do not have an attorney, you may wish to consult one.)**

ARTICLE II

CLASSIFICATION OF CLAIMS AND INTERESTS

- | | | |
|------|-----------------|--|
| 2.01 | <u>Class 1.</u> | All allowed claims entitled to priority under § 507 of the Code. |
| 2.02 | <u>Class 2.</u> | The claim of the Bank, to the extent allowed as a secured claim under § 506 of the Code. |
| 2.03 | <u>Class 3.</u> | The claim of Tom Gonzales. |
| 2.04 | <u>Class 4.</u> | All unsecured claims allowed under § 502 of the Code. |
| 2.05 | <u>Class 5.</u> | Equity interests in the Debtor. |

1 **ARTICLE III**

2 **TREATMENT OF ADMINISTRATIVE EXPENSE CLAIMS,**

3 **U.S. TRUSTEES FEES, AND PRIORITY TAX CLAIMS**

4 3.01 Unclassified Claims. Under section §1123(a)(1), administrative expense claims, and
5 priority tax claims are not in classes.

6 3.02 Administrative Expense Claims. Each holder of an administrative expense claim
7 allowed under § 503 of the Code will be paid in full on the Effective Date of this Plan, in cash, or
8 upon such other terms as may be agreed upon by the holder of the claim and the Debtor.

9 3.03 Priority Tax Claims. Each holder of a priority tax claim will be paid on the Effective
10 Date of this Plan, in cash.

11 3.04 United States Trustee Fees. All fees required to be paid by 28 U.S.C. §1930(a)(6)
12 (U.S. Trustee Fees) will accrue and be timely paid until the case is closed, dismissed, or converted to
13 another chapter of the Code. Any U.S. Trustee Fees owed on or before the Effective Date of this Plan
14 will be paid on the Effective Date.

15 **ARTICLE IV**

16 **TREATMENT OF CLAIMS AND INTERESTS UNDER THE PLAN**

17 4.01 Claims and interests shall be treated as follows under this Plan:

Class	Impairment	Treatment
Class 1 - Priority Claims	unimpaired	Class 1 is unimpaired by this Plan, and each holder of a Class 1 Priority Claim will be paid in full, in cash, upon the later of the effective date of this Plan as defined in Article VIII, or the date on which such claim is allowed by a final non-appealable order.

Class 2 – Secured Claim of Bank (approximately \$3,100,000)	impaired	Class 2 is impaired by this Plan. The Bank will be paid its claim in full, including principal, accrued interest and costs and reasonable attorneys' fees. This amount shall be paid with interest at the rate of 4.5% per annum from the Effective Date. Beginning on 1 st day of the 1 st month following the Effective Date, the Bank shall be paid an amount necessary to amortize its claim over 25 years together with interest. In addition payments for insurance and real estate taxes will be escrowed. The balance of the Claim shall be all due and payable in 10 years from the Effective Date. There will be no pre-payment penalty. The loan will be assumable. The Bank shall retain its lien on the Property with the same priority it held of the date of the Debtor's Petition.
Class 3 – Tom Gonzales (\$10,000,000)	unimpaired	Class 3 is unimpaired by this Plan. Tom Gonzales will be paid the Parcel A Transfer Fee pursuant to the terms of the Desert Land Plan of Reorganization. That payment is due when, and only when, there is a Parcel A Transfer as defined in that plan. This claim is unsecured. This claim is subject to setoffs and counterclaims by the Debtor.
Class 4 - General Unsecured Creditors	impaired	Class 4 is impaired by this Plan. Non-Insider General Unsecured Creditors will be paid in full, without interest from the rent collected from the Tenant. Beginning on 1 st day of the 1 st month following the Effective Date, Class 4 will be paid \$3,000 per month pro rata for approximately 9 months. Desert Land, LLC, Citation Financial, LLC and Compass Investments Holdings, LLC have agreed to subordinate their claims to the claims of other unsecured creditors and will be paid only after all other unsecured creditors are paid in full and reasonable reserves for maintenance and repair of the Property have been funded.
Class 5- Equity Security Holders of the Debtor	unimpaired	Class 5 is unimpaired by this Plan. Equity Security Holders (the members of the Debtor) will retain their equity interest in the Debtor.

ARTICLE V

ALLOWANCE AND DISALLOWANCE OF CLAIMS

5.01 Disputed Claim. A disputed claim is a claim that has not been allowed or disallowed by a final non-appealable order, and as to which either: (i) a proof of claim has been filed or deemed

1 filed, and the Debtor or another party in interest has filed an objection; or (ii) no proof of claim has
 2 been filed, and the Debtor has scheduled such claim as disputed, contingent, or unliquidated.

3 5.02 Delay of Distribution on a Disputed Claim. No distribution will be made on account
 4 of a disputed claim unless such claim is allowed by a final non-appealable order.

5 5.03 Settlement of Disputed Claims. The Debtor will have the power and authority to settle
 6 and compromise a disputed claim with court approval and compliance with Rule 9019 of the Federal
 7 Rules of Bankruptcy Procedure.

8 ARTICLE VI

9 PROVISIONS FOR EXECUTORY CONTRACTS AND UNEXPIRED LEASES

10 6.01 Assumed Executory Contracts and Unexpired Leases.

11 (a) The Debtor assumes the following executory contracts and/or unexpired leases
 12 effective upon the:

- 13 ▪ Leases with Tenants.
- 14 ▪ Westcorp Management Group - property management

15 (b) The Debtor will be conclusively deemed to have rejected all executory
 16 contracts and/or unexpired leases not expressly assumed under section 6.01(a) above, or before the
 17 date of the order confirming this Plan, upon the effective date of this Plan. A proof of a claim arising
 18 from the rejection of an executory contract or unexpired lease under this section must be filed no later
 19 than thirty (30) days after the date of the order confirming this Plan.

21 ARTICLE VII

22 MEANS FOR IMPLEMENTATION OF THE PLAN

23 The means for implementation of this Plan is the rents paid by Debtor's existing and future
 24 Tenants. The Debtor will sell or refinance the Property within 120 months following the Effective
 25 Date. The proceeds from such sale or refinance shall be used to fund the balloon payment to the Bank
 26 as set forth in the Plan. If the Property is sold, the Debtor and its affiliates which own the adjacent
 27 land will pay the Parcel A Transfer fee to Gonzales from the sales proceeds.

1 **ARTICLE VIII**

2 **GENERAL PROVISIONS**

3 8.01 Definitions and Rules of Construction. The definitions and rules of construction set
4 forth in §§ 101 and 102 of the Code shall apply when terms defined or construed in the Code are used
5 in this Plan. Additionally, the following definitions apply:

6 a. The "Bank" shall mean Wells Fargo Bank, N.A., as trustee for the Registered
7 Holders of JPMorgan Chase Commercial Mortgage Pass-Through Certificates, Series 2004-FL1.

8 b. The "Property" shall mean the real property and improvements thereon located
9 in Las Vegas, NV described as Assessor's Parcel Number 162-28-310-001 (the "Property") consisting
10 of approximately 6.4 acres located on the south side of Mandalay Bay Road and approximately 800
11 feet east of Las Vegas Boulevard.

12 c. The "Tenants" shall mean the tenants who rent apartment units on the Property.

13 d. The "Effective Date" of this Plan is the fifteenth business day following the
14 date of the entry of the order of confirmation. But if a stay of the confirmation order is in effect on
15 that date, the effective date will be the first business day after that date on which no stay of the
16 confirmation order is in effect, provided that the confirmation order has not been vacated.

17 e. The "Desert Land Plan of Reorganization" is that plan of reorganization that
18 was confirmed in the case of *In re Desert Land, LLC*, Case No. BK-S-02-16202-RCJ by an order
19 entered April 13, 2003 as amended by decisions of the Bankruptcy Appellate Panel for 9th Circuit and
20 the Court of Appeals for the 9th Circuit.

21 f. The "Parcel A Transfer Fee" is the fee provided to be paid to Tom Gonzales in
22 the Desert Land Plan of Reorganization when, and only when, there is a Parcel A Transfer as defined
23 in the Desert Land Plan of Reorganization.

24 8.02 Severability. If any provision in this Plan is determined to be unenforceable, the
25 determination will in no way limit or affect the enforceability and operative effect of any other
26 provision of this Plan.

27 8.03 Binding Effect. The rights and obligations of any entity named or referred to in this
28 Plan will be binding upon, and will inure to the benefit of the successors or assigns of such entity.

1 8.04 Captions. The headings contained in this Plan are for convenience of reference only
2 and do not affect the meaning or interpretation of this Plan.

3 8.05 Controlling Effect. Unless a rule of law or procedure is supplied by federal law
4 (including the Code or the Federal Rules of Bankruptcy Procedure), the laws of the State of Nevada
5 govern this Plan and any agreements, documents, and instruments executed in connection with this
6 Plan, except as otherwise provided in this Plan.

7 8.06 Governance. The Debtor will maintain its current form of governance and its current
8 managers until such managers are replaced as provided in its existing Operating Agreement.

9 8.07 Revesting of Assets in the Debtor. Upon confirmation of the Plan, all property of the
10 estate of the Debtor shall be revested in the Debtor, pursuant to 11 U.S.C. § 1141(c), which shall
11 retain such property as the Reorganized Debtor free and clear of all claims and interests of the
12 creditors, except as set forth in the Plan.

13 8.08 Disbursing Agent. The Debtor will serve as disbursing agent and shall make all
14 payments required under the Plan. The disbursing agent may employ or contract with other entities to
15 assist in or to perform the distribution of the property and shall serve without bond.

16 8.09 Request for Application of 11 U.S.C. § 1129(b). The Debtor, as Plan proponent, will
17 request the Court to find that the provisions for dissenting classes provide for fair and equitable
18 treatment of said creditors, and to confirm its Plan notwithstanding the requirements of § 1129(a)(8)
19 as to such classes.

20 8.10 Post-Confirmation Management of the Debtor. The Debtor shall be managed post-
21 confirmation by its current manager, David Gaffin.

22 8.11 Post-Confirmation Litigation. The Debtor anticipates post-confirmation litigation with
23 Tom Gonzales over the enforcement of the terms of the Plan of Reorganization entered in the Desert
24 Land, LLC Chapter 11 case, as amended by the decisions of the Bankruptcy Appellate Panel for the
25 9th Circuit and the Court of Appeals for the 9th Circuit, and except for collection matters that may
26 occur in the normal course of the Debtor's business, and the determination of certain claims. The
27 Debtor reserves the right to prosecute any objections to claims.
28

8.12 Post-Confirmation Default. In the event the Debtor becomes delinquent in duty or obligation under the Plan, the affected creditor or creditors may provide written notice of such default to the Debtor and its counsel at the following addresses:

Lenard E. Schwartz, Esq.
Schwartz & McPherson Law Firm
2850 S. Jones Blvd, Ste. 1
Las Vegas, NV 89146-5308

Desert Oasis Apartments, LLC
10181 Park Run Drive, Ste. 200
Las Vegas, NV 89145

The Debtor shall thereafter have fifteen (15) business days from receipt of said notice in which to cure the default. In the event such default remains uncured, the affected creditor or creditors may bring the matter before the Bankruptcy Court. At any hearing, the Bankruptcy Court may consider the reason for the default and the ability of the Debtor to bring the payment(s) current in a reasonable period of time. The Bankruptcy Court may also consider conversion of the case to a Chapter 7 of the Code or dismissal if the same is in the best interests of creditors.

8.13 Federal Income Tax Consequences of the Plan. The Plan will have limited tax consequences. The Debtor, as a limited liability company, has elected to be treated as a partnership for federal income tax purposes and, therefore, does not pay federal income tax. The Plan does not call for forgiveness of any debt. Creditors are advised to discuss with their own tax advisor any tax effect to the creditor of such payments.

8.14 Injunction. From and after the Effective Date, and except as provided in the Plan and the Confirmation Order, all entities that have held, currently hold, or may hold a Claim, are permanently enjoined from taking any of the following actions on account of any such Claims: (i) commencing or continuing in any manner any action or other proceeding against the Debtor, or its Property; (ii) enforcing, attaching, collecting, or recovering in any manner any judgment, award, decree or order against the Debtor or the Reorganized Debtor, or their respective property; (iii) creating, perfecting or enforcing any lien or encumbrance against the Debtor or the Reorganized Debtor, or their respective property; (iv) asserting a setoff, right of subrogation or recoupment of any kind against any debt, liability, or obligation due to the Debtor or the Reorganized Debtor, or their

1 respective property; or (v) commencing or continuing any action, in any manner or any place, that
 2 does not comply with or is inconsistent with the provisions of the Plan or the Bankruptcy Code.

3 8.15 Exculpation. From the Petition Date through the Effective Date, the Debtor and its
 4 managers, attorneys, agents and employees shall not have any liability to the Debtor or any other
 5 claimants or creditors, or other parties in interest in the Bankruptcy Case for any act or omission in
 6 connection with or arising out of the Bankruptcy Case, including, without limitation, prosecuting
 7 confirmation of the Plan, confirmation of the Plan, and the administration of the estate, the Plan or the
 8 property to be distributed under the Plan, except for gross negligence or willful misconduct, and in all
 9 respects, such persons will be entitled to rely on the advice of counsel with respect to their duties and
 10 responsibilities with respect to the Chapter 11 Case and the Plan.

11 8.16 Post-petition Employment of Counsel. Following the Effective Date, the Debtor may
 12 continue to employ counsel for necessary legal services. Counsel may be paid from the Debtor
 13 without further order of the Court.

14 8.17 Closing Case. The estate shall be deemed to be fully administered upon the
 15 commencing of distributions to the Class 1 creditor and the case may be closed.

16 ARTICLE IX

17 DISCHARGE

18 Discharge. The Debtor shall be discharged from any debt that arose before confirmation of the
 19 Plan, subject to the occurrence of the effective date.

20 Respectfully submitted,

21 Desert Oasis Apartments, LLC

22 By /s/David Gaffin
 23 David Gaffin, Manager
 The Plan Proponent

24 Prepared by:

25 SCHWARTZER & McPHERSON LAW FIRM


26 By: 
 27 Lenard E. Schwartzer, Esq.
 28 Counsel for the Debtor and Debtor in Possession
 And Plan Proponent

EXHIBIT B

Kevin W. Coleman (CA SBN 168538)
 Christopher H. Hart (CA SBN 184117)
 NUTI HART LLP
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 Email: tgray@gtg.legal

Counsel for Kavita Gupta,
 Chapter 11 Trustee

UNITED STATES BANKRUPTCY COURT

DISTRICT OF NEVADA

In re:

DESERT LAND, LLC

Debtor.

Case No.: BK-S-18-12454-GS

Chapter 11

In re:

DESERT OASIS APARTMENTS, LLC,

Debtor.

Case No.: BK-S-18-12456-GS

Chapter 11

In re:

DESERT OASIS INVESTMENTS, LLC,

Debtor.

Case No.: BK-S-18-12457-GS

Chapter 11

DECLARATION OF GINA SHELTON RE INTERCOMPANY CLAIM

I, Gina Shelton, declare as follows:

1. I am a senior staff accountant and bookkeeper with Swecker, Moloney & Moir CPA's ("SMM"), and have held this position continuously for approximately 30 years. My business address is 2451 S. Buffalo Drive Ste. 105, Las Vegas, Nevada 89117. Except as otherwise noted, all statements in this declaration are based on my own personal knowledge and if called to testify on this matter, I could and would competently testify thereto.

NUTHART LLP
411 30TH STREET, SUITE 408
OAKLAND, CA 94609-3311
TELEPHONE: 510-506-7152

2. From approximately 1996-97 through approximately 2010-2011, SMM provided bookkeeping and tax preparation services to Desert Land LLC (“DL”) and Desert Oasis Apartments LLC (“DOA”). I was the person at SMM who was primarily responsible for inputting entries into the general ledgers maintained for DL and DOA and producing the other accounting documentation referenced below. All of the accounting records discussed (excluding Exhibits B and C) herein were prepared by me or others working under my direction in the ordinary course of providing bookkeeping and tax preparation services to DL and DOA.

3. With limited exceptions not relevant here, journal entries made in DL and DOA’s general ledgers were based on source documentation such as checks and escrow statements provided to SMM by David Gaffin. After SMM’s bookkeeping and tax preparation services for a given period were completed, the source documentation would be returned to DL and DOA.

4. Counsel for Kavita Gupta, Chapter 11 trustee for the DL and DOA bankruptcy estates served a subpoena on SMM for the production of documents relating to the origins and basis for an \$4.5 million debt DOA stated that it owed to DL in the schedule of liabilities filed in this bankruptcy case. SMM thereafter conducted a diligent search of its records, and to the best of its knowledge, produced all documents in SMM’s possession, custody, and control sought in the subpoena. The documents produced totaled 107 pages. Attached hereto as **Exhibit A** is a true and correct copy of all of the documents produced in response to the Trustee’s subpoena.

5. A working trial balance I prepared for DOA for the period ending December 31, 2000 is included in Exhibit A [at bates page SW0004]. The December 31, 2000 working trial balance indicates that as of December 31, 1999, DOA was obligated on a note payable to Heller Financial in the amount of \$5,000,000.00. The amounts reflected as owing by DOA Heller Financial on the December 31, 2000 working trial balance was based on journal entries that I had previously made on DOA’s general ledger.

6. DOA’s December 31, 2000 working trial balance [SW0004] further indicates that as of December 31, 2000:

- a. the amount owed by DOA to Heller Financial had been paid; and
- b. a note payable to DL by DOA had increased by \$5,008,060.83.

1 7. DOA's payment to Heller Financial and the increased liability to DL referenced in
2 paragraph 6 were also reflected in journal entries entered on DOA's general ledger.

3 8. My hand written notation on the DOA December 31, 2000 working trial balance
4 indicates that the \$5,008,060.83 credit to the note payable to DL related to "DL escrow
5 #684232."

6 9. I made the general ledger entries and prepared DOA's December 31, 2000
7 working trial balance after reviewing an escrow closing statement provided to SMM by Mr.
8 Gaffin. Counsel for the Trustee has recently provided me with a copy of the Estimated
9 Borrower's Closing Statement that is attached hereto as **Exhibit B**. I am advised by the
10 Trustee's counsel that Exhibit B was among documents produced by Mr. Gaffin in response to a
11 subpoena served by the Trustee.

12 10. To the best of my recollection, the closing statement I relied on at the time I made
13 the journal entries and prepared DOA's December 31, 2000 working trial balance [SW0004] was
14 either the same or substantially similar to the Estimated Borrower's Closing Statement attached
15 hereto as Exhibit B. (My understanding is that a final closing statement for an escrow can differ
16 in some respects from an estimated closing statement.)

17 11. DL is identified in Exhibit B as the borrower of the \$41.5 million loaned by Tom
18 Gonzales. DOA is not identified as a borrower on the Gonzales loan. Exhibit B also indicates
19 that \$5,028,400.56 of the Gonzales loan proceeds would be disbursed to Heller Financial, which
20 as noted at that time held a \$5 million loan secured by DOA's real property.

21 12. I interpreted the closing statement I relied on when entering the Heller Financial
22 mortgage refinance transactions into DOA's general ledger to mean that DL, but not DOA,
23 borrowed the \$41.5 million from Tom Gonzales. I also interpreted the closing statement to mean
24 that DOA borrowed the funds used to pay off the Heller Financial mortgage from DL. It was for
25 that reason that I reflected an amount owing by DOA to DL on the general ledger relating to the
26 payoff of the Heller Financial mortgage.

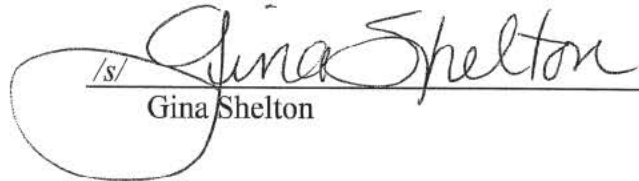
27 13. I recently have seen the petition, and schedules of assets and liabilities filed by
28 DOA in its Chapter 11 bankruptcy case filed on May 31, 2002, Case No. 02-16204, which

1 indicate that DOA at that time owed Tom Gonzales \$41.5 million. A true and correct copy of
2 DOA's May 31, 2002 petition and schedules supplied to me by counsel for the Trustee are
3 attached hereto as **Exhibit C**. I have also reviewed other documentation provided by counsel for
4 the Trustee indicating that DOA was a co-borrower on the Gonzales loan.

5 14. Had I known when I made the general ledger entries referenced in paragraphs 5
6 through 7 above that DOA had borrowed the \$5,008,060.83 used to pay off the Heller Financial
7 mortgage from Tom Gonzales instead of DL, I would have reflected that liability as owing to
8 Tom Gonzales. I would not have made a journal entry indicating that DOA owed that amount to
9 DL.

10 15. Accordingly, the amount reflected on DOA and DL's general ledgers and the
11 December 31, 2000 working trial balance as being owed by DOA to DL on December 31, 2000
12 was overstated by \$5,008,060.83.

13 I declare under penalty of perjury of the laws of the United States and the State of
14 Nevada that the foregoing is true and correct, and that this Declaration is executed this 27th
15 of March 2020.

16
17 
18 Gina Shelton
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28

Shelton Declaration

Exhibit A

(Swecker Moloney & Moir CPAs Document Production)

DESERT OASIS APARTMENTS		
SCHEDULE OF LOAN PAYABLE TO DESERT LAND		
1999 - 2010		
	Due to Desert Land	
Original purchase of property - 1999	1,865,562	
Refinance Heller Finance Mortgage - 2000	5,008,061	Desert Land Escrow #684232
Related party transactions - 2000	(52,721)	
Related party transactions - 2001	(4,000)	
Related party transactions - 2002	409,067	
Related party transactions - 2003	(1,441,125)	Transfers + Escrow #5106000041 + Escrow #5106000159
Related party transactions - 2004	(150,000)	Lease payments to FLT Trust on behalf of Desert Land
Reclassify Due to Desert Ranch - 2005	61,188	Desert Ranch final tax return 2003
Related party transactions - 2005	(797,812)	
Related party transactions - 2007	349,588	Midland Loan Service paid by Desert Land
Related party transactions - 2009	192,998	
Related party transactions - 2010	(36,033)	
	5,404,771	

Desert Oasis Apartments
Working Trial Balance

12-31-99

1999

	WTB 12/31/98		ADJUSTMENTS		WTB 12/31/99		1999 Ending Capital
	DR	CR	DR	CR	DR	CR	
Cash			30,069.97	22,066.67	8,003.30		
Land			1,306,727.71		1,306,727.71		
Building			5,584,241.26		5,584,241.26		
Accumulated Depreciation			(101,531.66)		(101,531.66)		
Note Payable Desert Land LLC				1,865,561.88		1,865,561.88	
Note Payable Heller Financial				5,000,000.00		5,000,000.00	
Clearing			4,884,438.12			0.00	
Limited Partners							
Bulloch Family Trust		0.9000	19,860.00	22,500.00	2,640.00	(61,309.14)	
D&M Gaffin Living Trust		0.1000	2,206.67	2,500.00	293.33	(6,812.13)	
	1.00		11,726,012.07	11,797,066.67	6,797,440.61	6,868,495.21	(68,121.27)
				71,054.60		71,054.60	
Income							
Rental Income				30,004.00			
Interest Income				473.06			
Expenses							
Accounting							
Bank Fees							
Depreciation							
Interest							
Insurance Expense							
License and Filing Fees							
Office							
Property Taxes							
Repair & Maintenance							
Utilities							
	0.00	0.00	101,531.66	30,477.06			
			(71,054.60)				

Prepared By: Lori Lane
File\C:\DesertOasisApt.wb3

27-Aug-2001
12:15 PM

SW0002

Desert Oasis Apartments
Working Trial Balance
12-31-00

2000

	WTB 12/31/99		ADJUSTMENTS		WTB 12/31/00			
	DR	CR	DR	CR	DR	CR		
Cash	8,003.30		97,557.99	92,588.13	12,975.18			
Land	1,308,727.71		89,248.75	12,357.70	1,383,618.78			
Building	5,584,241.26				5,584,241.28			
Accumulated Depreciation	(101,531.66)		(203,063.31)		(304,594.97)			
Due from Desert Land			15,521.19		15,521.19			
Note Payable Desert Land LLC		1,885,581.88	37,200.00	5,008,060.83		6,836,422.71		
Note Payable Heller Financial		5,000,000.00	5,000,000.00			0.00		
Due to Desert Ranch				61,187.92		61,187.92		
Line of Credit - First Security Bank			0.00		0.00			
	Beginning %	Ending %					2000 Allocations	2000 Ending Capital
Limited Partners								
Bullock Family Trust	0.9000	0.9000					(61,309.14)	(141,955.16)
D&M Gaffin Living Trust	0.1000	0.1000					(6,812.13)	(15,772.60)
	1.00	1.00						
			6,797,440.61	6,797,440.61	5,016,464.62	5,174,192.58	6,671,781.40	6,629,489.36
						157,727.96		157,727.96
Income								
Rental Income						84,753.00		
Interest Income						447.20		
Expenses								
Accounting								
Bank Fees				71.50				
Depreciation				203,063.31				
Interest				32,187.00				
Lease Expense								
Legal & Professional				5,148.51				
Office								
Property Taxes				2,457.93				
Repair & Maintenance								
Utilities								
			0.00	0.00	242,828.25	85,200.29		
					(157,727.96)			

Net = 6,820,901.52

DL Escrow
#684232

Prepared By: Lori Lane
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Desert Oasis Apartments
Working Trial Balance
12-31-01

	WTB 12/31/00		ADJUSTMENTS		WTB 12/31/01		2001 Allocations	2001 Ending Capital
	DR	CR	DR	CR	DR	CR		
Cash - Bank of the West	12,975.16		341,854.48	354,829.62	0.00			
Cash - B of A General Acct	0.00		61,417.69	58,000.00	5,417.69			
Cash - B of A Money Mkt	0.00		71,682.12	27,000.00	44,682.12			
Land	1,393,818.76				1,393,818.76			
Building	5,584,241.28				5,584,241.28			
Accumulated Depreciation	(304,594.97)		(203,063.31)		(507,658.28)			
Due from Desert Land	15,521.19				15,521.19			
Due from Casa Malaga	0.00		76,500.00		76,500.00			
Note Payable Desert Land LLC		6,836,422.71	4,000.00		6,832,422.71			
Note Payable Heller Financial		0.00			0.00			
Due to Desert Ranch		61,187.92				61,187.92		
Line of Credit - First Security Bank					0.00			
	Beginning %	Ending %						
Limited Partners								
Bullock Family Trust	0.0000	0.9000	(203,284.30)	35,948.80	(229,213.10)	(50,863.99)	(280,177.09)	
Gulf Stream Irrevocable Trust	0.1000	0.1000	(22,584.03)	2,883.20	(25,488.13)	(5,662.67)	(31,130.80)	
	1.00	1.00						
	6,671,781.40	6,671,781.40	381,002.96	437,629.62	6,582,302.74	6,638,929.40	(56,626.66)	(311,307.89)
				56,626.66		56,626.66		
Income								
Rental Income				441,651.00				
Interest Income				497.58				
Expenses								
Accounting			1,600.00					
Bank Fees								
Depreciation			203,063.31					
Interest			6,000.00					
License & Fees			85.00					
Legal & Professional			284,171.93					
Office								
Property Taxes								
Repair & Maintenance			3,855.00					
Utilities								
	0.00	0.00	488,775.24	442,148.58				
			(56,626.66)					

Prepared By: Lori Lane
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03:03 PM

Happy Olympus - 5,475.24

8/5/02
14:22Desert Oasis Apartments
General Ledger - Period Ending 12/31/01Company: DOA
Page: 1

Date	Mt	Ref #	Account	Description	Current	Year-To-Date
Beginning Balance			104	Cash in Bank-BofA General		0.00*
1/1/01 12		JE1	104	Beginning Balances	0.00	
12/31/01 12		JE3	104	2001 Transfers	27,000.00	
12/31/01 12		CD1	104	2001 Disbursements	34,417.69	
12/31/01 12		CD2	104	2001 Disbursements	-56,000.00	
				Ending Balances =	5,417.69*	5,417.69**
Beginning Balance			105	Cash in Bank-BofA Money Mkt		0.00*
12/31/01 12		CR2	105	2001 Cash Receipts	71,662.12	
1/1/01 12		JE1	105	Beginning Balances	0.00	
12/31/01 12		JE3	105	2001 Transfers	-27,000.00	
				Ending Balances =	44,662.12*	44,662.12**
Beginning Balance			106	Cash in Bank-Bank West		0.00*
12/31/01 12		CR1	106	2001 Cash Receipts	341,654.46	
1/1/01 12		JE1	106	Beginning Balances	12,975.16	
12/31/01 12		CD1	106	2001 Disbursements	-354,629.62	
				Ending Balances =	0.00*	0.00**
Beginning Balance			121	Due From Casa Malaga		0.00*
12/31/01 12		CD1	121	2001 Disbursements	57,500.00	
12/31/01 12		CD2	121	2001 Disbursements	19,000.00	
				Ending Balances =	76,500.00*	76,500.00**
Beginning Balance			125	Due from Desert Land LLC		0.00*
1/1/01 12		JE1	125	Beginning Balances	15,521.19	
				Ending Balances =	15,521.19*	15,521.19**
Beginning Balance			171	Land		0.00*
1/1/01 12		JE1	171	Beginning Balances	1,363,618.76	
				Ending Balances =	1,363,618.76*	1,363,618.76**
Beginning Balance			172	Building		0.00*
1/1/01 12		JE1	172	Beginning Balances	5,584,241.26	
				Ending Balances =	5,584,241.26*	5,584,241.26**
Beginning Balance			181	Accumulated Depreciation		0.00*
1/1/01 12		JE1	181	Beginning Balances	-304,594.97	
12/31/01 12		JE4	181	2001 Depreciation	-203,063.31	
				Ending Balances =	-507,658.28*	-507,658.28**
Beginning Balance			220	Due to Desert Land, LLC		0.00*
1/1/01 12		JE1	220	Beginning Balances	-6,836,422.71	
12/31/01 12		CD1	220	2001 Disbursements	4,000.00	
				Ending Balances =	-6,832,422.71*	-6,832,422.71**
Beginning Balance			221	Due to Desert Ranch		0.00*
1/1/01 12		JE1	221	Beginning Balances	-61,187.92	
				Ending Balances =	-61,187.92*	-61,187.92**

8/5/02
14:22Desert Oasis Apartments
General Ledger - Period Ending 12/31/01Company: DOA
Page: 2

Date	Mt	Ref #	Account	Description	Current	Year-To-Date
Beginning Balance			301	Capital-H & C Bulloch Trust		0.00*
1/1/01 12		JE1	301	Beginning Balances	203,264.30	
				Ending Balances =	203,264.30*	203,264.30**
Beginning Balance			302	Capital-Gulf Stream Irr Tr		0.00*
1/1/01 12		JE1	302	Beginning Balances	22,584.93	
				Ending Balances =	22,584.93*	22,584.93**
Beginning Balance			320	Distributions-H & C Bullock Tr		0.00*
12/31/01 12		JE2	320	Bal Rental Income	25,948.80	
				Ending Balances =	25,948.80*	25,948.80**
Beginning Balance			321	Distributions-Gulf Stream Irr		0.00*
12/31/01 12		JE2	321	Bal Rental Income	2,883.20	
				Ending Balances =	2,883.20*	2,883.20**
Beginning Balance			401	Rental Income		0.00*
12/31/01 12		CR1	401	2001 Cash Receipts	-341,187.00	
12/31/01 12		CR2	401	2001 Cash Receipts	-71,632.00	
12/31/01 12		JE2	401	Bal Rental Income	-28,832.00	
				Ending Balances =	-441,651.00*	-441,651.00**
Beginning Balance			407	Interest Income		0.00*
12/31/01 12		CR1	407	2001 Cash Receipts	-467.46	
12/31/01 12		CR2	407	2001 Cash Receipts	-30.12	
				Ending Balances =	-497.58*	-497.58**
Beginning Balance			702	Accounting Fees		0.00*
12/31/01 12		CD1	702	2001 Disbursements	1,600.00	
				Ending Balances =	1,600.00*	1,600.00**
Beginning Balance			740	Depreciation Expense		0.00*
12/31/01 12		JE4	740	2001 Depreciation	203,063.31	
				Ending Balances =	203,063.31*	203,063.31**
Beginning Balance			770	Interest		0.00*
12/31/01 12		CD1	770	2001 Disbursements	6,000.00	
				Ending Balances =	6,000.00*	6,000.00**
Beginning Balance			788	Legal Fees		0.00*
12/31/01 12		CD1	788	2001 Disbursements	247,171.93	
12/31/01 12		CD2	788	2001 Disbursements	37,000.00	
				Ending Balances =	284,171.93*	284,171.93**
Beginning Balance			794	License & Filing Fees		0.00*
12/31/01 12		CD1	794	2001 Disbursements	85.00	
				Ending Balances =	85.00*	85.00**

8/5/02
14:22Desert Oasis Apartments
General Ledger - Period Ending 12/31/01Company: DOA
Page: 3

Date	Mt	Ref #	Account	Description	Current	Year-To-Date
Beginning Balance			796	Maintenace & Repairs		0.00*
12/31/01 12		CD1	796	2001 Disbursements	3,855.00	
				Ending Balances =	3,855.00*	3,855.00**

General Ledger is in balance.

0.00**

36 Transactions

Current Loss	(56,626.66)	Y-T-D Loss	(56,626.66)
--------------	-------------	------------	-------------

DESERT OASIS APARTMENTS, LLC
Statement of Assets, Liabilities,
and Capital - Cash Basis
December 31, 2002

ASSETS

CURRENT ASSETS

Cash In Bank-Debtor in Possess	\$	274.43
Due from Casa Malaga		<u>76,500.00</u>

TOTAL CURRENT ASSETS

76,774.43

FIXED ASSETS

Land	\$	1,363,618.76
Building		5,584,241.26
Accumulated Depreciation		<u>(710,721.58)</u>

TOTAL FIXED ASSETS

6,237,138.44

OTHER ASSETS

TOTAL ASSETS

\$ 6,313,912.87

LIABILITIES & MEMBERS' CAPITAL

CURRENT LIABILITIES

Due to Desert Land, LLC	\$	7,225,968.42
Due to Desert Ranch		<u>61,187.92</u>

TOTAL CURRENT LIABILITIES

7,287,156.34

MEMBERS' CAPITAL

Capital	(311,307.89)
Net Income (Loss)	<u>(661,935.58)</u>

TOTAL MEMBERS' CAPITAL

(973,243.47)

TOTAL LIABILITIES & CAPITAL

\$ 6,313,912.87

DESERT OASIS APARTMENTS, LLC
Statement of Revenue and Expenses - Cash Basis
For the Period Ended December 31, 2002

	12 Months Ended Dec. 31, 2002
REVENUE	
Rental Income	\$ 492,457.00
Interest Income	<u>658.49</u>
TOTAL REVENUE	<u>493,115.49</u>
EXPENSES	
Accounting Fees	950.00
Bank Charges	91.50
Depreciation Expense	203,063.30
Interest	525,016.82
Lease Expense	40,000.00
Legal & Professional	284,203.40
License & Filing Fees	85.00
Management Fees	3,000.00
Office Expense	11,465.80
Option Fees Expired	36,000.00
Taxes-Property	37,907.25
Travel	11,518.00
Trustee Fees	<u>1,750.00</u>
TOTAL ADMIN EXPENSES	<u>1,155,051.07</u>
NET INCOME (LOSS)	<u>\$ (661,935.58)</u>

Shelton Declaration
Exhibit B
(Estimated Borrower's Closing Statement)

First American Title Company of Nevada
3760 Pecos McLeod Interconnect, Suite 7 * Las Vegas, NV 89121-4253
(702) 731-4131

ESCROW NUMBER: 884232
PROPERTY: Vacant Land
026 and 162-28-302-001

TODAY'S DATE: 12/06/2000
CLOSING DATE: 12/06/2000

BORROWERS:
Desert Land LLC

ESTIMATED BORROWER'S CLOSING STATEMENT

DESCRIPTION	DEBITS	CREDITS
Loan from Tom Gonzales		41,500,000.00
Funds previously received from Tom Gonzalez on 11/22/00	500,000.00	
190-99218 Gonzo Financial	1,867,994.03	
#99-133/Oasis Apartments Heller Financial	5,028,400.56	
Pay off to New World, LLC	5,000,000.00	
Origination Fee 2.000% Tom Gonzales	830,000.00	
Origination fee 1.000% Barry Fieldman	415,000.00	
Interest - 1 yr in advance Tom Gonzales	5,397,493.26	
Sammie Armstrong to #889231	1,358,616.67	
Interest from 11/22/2000 to 12/06/2000 @ \$178.09000/day	2,493.26	
To # 86015 Tivoli	5,219,472.00	
To 833089 FLT Trust	15,852,120.22	
Title Premium - Owners First American Title Co/Nevada	200.00	
Alta Premium - Lenders First American Title Co/Nevada	16,340.00	
County tax/stamps: Deed \$ 6,750.00 Mtg \$	6,750.00	
Recording fees: Deed\$ Mtg\$ 250.00 Releases\$	250.00	
Recon Tracking Fee First American Title	400.00	
Overnight Del/Handling Fee First American Title	95.00	
Inspection Fee First American Title	1,120.00	
Fax/Phone Charges First American Title	105.00	
Escrow Fee First American Title Co/Nevada	2,650.00	
Held For Misc	500.00	
Subtotals	41,500,000.00	41,500,000.00
Balance Due From Borrower		
TOTALS	41,500,000.00	41,500,000.00

Borrower understands the Closing or Escrow Agent has assembled this information representing the transaction from the best information available from other sources and cannot guarantee the accuracy thereof. The Lender involved may be furnished a copy of this Statement.

The undersigned hereby authorizes FIRST AMERICAN TITLE COMPANY to make expenditures and disbursements as shown and approves same for payment. The undersigned also acknowledges receipt of Loan Funds in the amount shown above and receipt of a copy of this Statement.

APPROVED AND ACCEPTED THIS 6th Day of December, 2000.

First American Title Company of Nevada

By: Sharon G. Silverberg

Desert Land LLC

By: Howard Bulloch, Manager

SGS

Shelton Declaration

Exhibit C

(Desert Oasis Apartments LLC's Petition and Schedules filed May 31, 2002)

ORIGINAL

FORM 1. VOLUNTARY PETITION

United States Bankruptcy Court		VOLUNTARY PETITION	
Southern District of Nevada			
NAME OF DEBTOR - (If individual, enter Last, First, Middle) Desert Oasis Apartments, LLC		NAME OF JOINT DEBTOR (Spouse) (Last, First, Middle)	
ALL OTHER NAMES used by the debtor in the last 6 years (Include married, birth, and trade names) none		ALL OTHER NAMES used by the joint debtor in the last 6 years (Include married, birth, and trade names)	
SOC SEC/TAX I.D. NO (If more than one, state all) 88-0433777		SOC SEC/TAX I.D. NO (If more than one, state all)	
STREET ADDRESS OF DEBTOR (No. and street, city, state and zip code) 7475 W. Sahara Avenue, Suite 100 Las Vegas, NV 89117		STREET ADDRESS OF JOINT DEBTOR (No. and street, city, state and zip code)	
COUNTY of residence or principal place of business Clark	PHONE NUMBER 702-948-3344	COUNTY of residence or principal place of business	PHONE NUMBER
MAILING ADDRESS OF DEBTOR (If different from Street Address) same		MAILING ADDRESS OF JOINT DEBTOR (If different from Street Address)	
LOCATION OF PRINCIPAL ASSETS OF BUSINESS DEBTOR (If different from address listed above) n/a			
INFORMATION REGARDING DEBTOR (Check applicable boxes)			
VENUE (Check any applicable box) <input checked="" type="checkbox"/> Debtor has been domiciled or has had a residence, principal place of business, or principal assets in the District for 180 days immediately preceding the date of the petition or for a longer part of such 180 days than in any other District. <input type="checkbox"/> There is a bankruptcy case concerning debtor's affiliate, general partner, or partnership pending in the District.			
TYPE OF DEBTOR <input type="checkbox"/> Individual <input type="checkbox"/> Stockbroker <input type="checkbox"/> Partnership <input type="checkbox"/> Community Broker <input type="checkbox"/> Corporation <input checked="" type="checkbox"/> Other _____ <input type="checkbox"/> Railroad		CHAPTER OR SECTION OF BANKRUPTCY CODE UNDER WHICH THE PETITION IS FILED (Check one box) <input type="checkbox"/> Chapter 7 <input type="checkbox"/> Chapter 9 <input checked="" type="checkbox"/> Chapter 11 <input type="checkbox"/> Chapter 12 <input type="checkbox"/> Chapter 13 <input type="checkbox"/> Sec 304 - Case ancillary to foreign proceeding	
NATURE OF DEBT <input type="checkbox"/> Consumer/Non-Business <input checked="" type="checkbox"/> Business		FILING FEE (Check one box) <input checked="" type="checkbox"/> Filing fee attached <input type="checkbox"/> Filing fee to be paid in installments Installment payments applicable to individuals only. Must attach signed application for the courts consideration certifying that the debtor is unable to pay fee except in installments. Rule 1006(b). See Official Form No. 3.	
CHAPTER 11 SMALL BUSINESS (Check all boxes that apply) <input type="checkbox"/> Debtor is a small business as defined in 11 U.S.C. § 101 <input type="checkbox"/> Debtor is and elects to be considered as a small business under 11 U.S.C. § 1121(e) (Optional)			
STATISTICAL/ADMINISTRATIVE INFORMATION (28 U.S.C. § 604) (Estimates only - Check applicable boxes) <input checked="" type="checkbox"/> Debtor estimates that funds will be available for distribution to unsecured creditors. <input type="checkbox"/> Debtor estimates that, after any exempt property is excluded and administrative expenses paid, there will be no funds available for distribution to unsecured creditors.		THIS SPACE FOR COURT USE ONLY RECEIVED AND FILED 2002 MAY 31 PM 4:22 UNITED STATES BANKRUPTCY COURT PATRICIA GRAY CLERK	
ESTIMATED NUMBER OF CREDITORS <input type="checkbox"/> 1-15 <input checked="" type="checkbox"/> 16-49 <input type="checkbox"/> 50-99 <input type="checkbox"/> 100-199 <input type="checkbox"/> 200-999 <input type="checkbox"/> 1000-over			
ESTIMATED ASSETS (In thousands of dollars) <input type="checkbox"/> \$0 to \$50,000 <input type="checkbox"/> \$100,001 to \$500,000 <input type="checkbox"/> \$1,000,001 to \$10 million <input type="checkbox"/> \$50,000,001 to \$100 million <input type="checkbox"/> \$50,001 to \$100,000 <input type="checkbox"/> \$500,001 to \$1 million <input checked="" type="checkbox"/> \$1,000,001 to \$50 million <input type="checkbox"/> More than \$100 million			
ESTIMATED LIABILITIES (In thousands of dollars) <input type="checkbox"/> \$0 to \$50,000 <input type="checkbox"/> \$100,001 to \$500,000 <input type="checkbox"/> \$1,000,001 to \$10 million <input type="checkbox"/> \$50,000,001 to \$100 million <input type="checkbox"/> \$50,001 to \$100,000 <input type="checkbox"/> \$500,001 to \$1 million <input checked="" type="checkbox"/> \$1,000,001 to \$50 million <input type="checkbox"/> More than \$100 million			

VOLUNTARY PETITION PAGE 2 <small>(This page must be completed and filed in every case)</small>		Name of Debtor(s): Desert Oasis Apartments, LLC		FORM B1
PRIOR BANKRUPTCY CASE FILED WITHIN LAST 6 YEARS (If more than one, attach additional sheet)				
Location where filed none	Case Number	Date Filed		
PENDING BANKRUPTCY CASE FILED BY ANY SPOUSE, PARTNER, OR AFFILIATE OF THE DEBTOR (If more than one, attach additional sheet)				
Name of Debtor See attached	Case Number	Date Filed		
Relationship	District	Judge		
SIGNATURES				
SIGNATURE(S) OF DEBTOR(S) (INDIVIDUAL/JOINT) <small>I declare under penalty of perjury that the information provided in this petition is true and correct. (If Petitioner is an individual whose debts are primarily consumer debts and has chosen to file under chapter 7) I am aware that I may proceed under chapter 7, 11, 12 or 13 of title 11, United States Code, understand the relief available under each such chapter, and choose to proceed under chapter 7.</small> I request relief in accordance with the chapter of title 11, United States Code, specified in this petition. <input checked="" type="checkbox"/> <u>Howard Bullock</u> Signature of Debtor <input type="checkbox"/> Signature of Joint Debtor 702-948-3344 PHONE NUMBER (If not represented by attorney) <u>MAY 30, 2002</u> Date		EXHIBIT A (To be completed if debtor is required to file periodic reports (e. g., forms 10K and 10Q) with the Securities and Exchange Commission pursuant to Section 13 or 15(d) of the Securities and Exchange Act of 1934 and is requesting relief under Chapter 11) <input checked="" type="checkbox"/> Exhibit "A" is attached and made a part of this petition. EXHIBIT B (To be completed by attorney for individual chapter 7 debtor(s) with primarily consumer debts.) I, the attorney for the petitioner named in the foregoing petition, declare that I have informed the petitioner that (he, she, or they) may proceed under chapter 7, 11, 12, or 13 of title 11, United States Code, and have explained the relief available under each such chapter. <input type="checkbox"/> Signature of Attorney for Debtors Date		
<input checked="" type="checkbox"/> <u>Leonard Schwartz</u> Signature of Attorney for Debtor(s) Leonard Schwartz PRINTED NAME OF ATTORNEY FOR DEBTOR(S) Schwartz & McPherson Law Firm FIRM NAME 3800 Howard Hughes Parkway, Suite 1100 Las Vegas, NV 89109 ADDRESS 702-693-4230 TELEPHONE NUMBER <u>5-31-02</u> Date		EXHIBIT C Does the debtor own or have possession of any property that poses or is alleged to pose a threat of imminent and identifiable harm to public health or safety? <input type="checkbox"/> Yes, and Exhibit C is attached and made a part of this petition. <input checked="" type="checkbox"/> No SIGNATURE OF NON-ATTORNEY BANKRUPTCY PETITION PREPARER I certify that I am a bankruptcy petition preparer as defined in 11 U.S.C. §110. that I prepared this document for compensation, and that I have provided the debtor with a copy of this document. Printed or Typed Name of Bankruptcy petition Preparer Social Security Number Address Tel. No. Names and Social Security number of all other individuals who prepared or assisted in preparing this document: If more than one person prepared this document, attach additional signed sheets conforming to the appropriate Official Form for each person. <input checked="" type="checkbox"/> Signature of Bankruptcy Petition Preparer Date A bankruptcy petition preparer's failure to comply with the provision of Title 11 and the Federal Rules of Bankruptcy Procedure may result in fines or imprisonment or both 11 U.S.C. §110; 18 U.S.C. § 156.		
SIGNATURE OF DEBTOR (CORPORATION/PARTNERSHIP) <small>I declare under penalty of perjury that the information provided in this petition is true and correct, and that the filing of this petition on behalf of the debtor has been authorized.</small> The debtor requests relief in accordance with the chapter of title 11, United States Code, specified in this petition. <input checked="" type="checkbox"/> <u>Howard Bullock</u> Signature of Authorized Individual <u>Howard Bullock</u> Print or Type Name of Authorized Individual <u>MANAGER</u> Title of Individual Authorized by Debtor to File this Petition <u>MAY 30, 2002</u> Date				